

1 Stephen P. Brunner, No. 94970  
2 Attorney at Law  
3 115 Sansome Street, Suite 1204  
4 San Francisco, California 94104  
Telephone: (415) 434-3700  
Facsimile: (415) 434-3622  
Email: aba@sonic.net

5 Attorney for Plaintiff  
6 LANDMARK WORLDWIDE LLC, a Delaware limited liability company

ORIGINAL  
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JUN 19 2013  
RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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7  
8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

10  
11 LANDMARK WORLDWIDE LLC, a ) C 13 2815  
12 Delaware limited ) No.  
liability company, )  
13 Plaintiff, ) COMPLAINT FOR COPYRIGHT  
14 v. ) INFRINGEMENT, TRADEMARK  
15 ALJOR C. PERRERAS, an ) INFRINGEMENT, MISAPPROPRIATION  
individual, and TRANSFORMASIA ) OF TRADE SECRETS, BREACH OF  
16 CORPORATION, a business ) CONTRACT, COMMON LAW UNFAIR  
entity, ) COMPETITION, INTERFERENCE WITH  
17 Defendants. ) PROSPECTIVE ECONOMIC ADVANTAGE,  
18 ) BREACH OF THE IMPLIED COVENANT  
DEMAND FOR JURY TRIAL  
19 ) OF GOOD FAITH AND FAIR DEALING,  
20 ) AND FOR DECLARATORY RELIEF; EX-  
HIBITS A-D  
21 )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

Plaintiff alleges:

THE PARTIES

1. Plaintiff, LANDMARK WORLDWIDE LLC, formerly known as Landmark Education LLC ("Landmark"), is a limited liability company duly organized and existing under the laws of the State of Delaware. Landmark is a global enterprise engaged in the business of delivering programs for personal and professional growth, training, and development to individuals, including in the Philippines.

1 Landmark was and is qualified to engage in and is engaging in busi-  
2 ness in this district, and is headquartered in San Francisco, Cali-  
3 fornia.

4 2. Landmark is informed and believes and on that basis  
5 alleges that defendant, ALJOR C. PERRERAS ("Perreras"), is an  
6 individual citizen of the Philippines and a resident of Makati  
7 City, Philippines, and that defendant, TRANSFORMASIA CORPORATION  
8 ("Transformasia"), is a corporation organized and existing under  
9 the laws of the Philippines. Landmark further is informed and  
10 believes and on that basis alleges that Perreras is the president  
11 and 84% majority shareholder of Transformasia.

12 3. Landmark is informed and believes and on that basis al-  
13 leges that at all relevant times, Perreras acted individually or as  
14 the agent, employee, or representative of Transformasia within the  
15 course, scope and authority of any such relationship. Landmark is  
16 informed and believes and on that basis alleges that each defendant  
17 aided and abetted the actions of each other defendant as alleged  
18 herein, and that each defendant knew or ratified said actions and  
19 assisted and benefitted from said actions, in whole or in part.

20 FACTS COMMON TO ALL CLAIMS

21 4. On or about January 1, 2009, Transformasia, in the person  
22 of Perreras, and Landmark entered into a written Landmark Education  
23 Master Training and Certification Agreement (the "Training Agree-  
24 ment") to train Transformasia's employees to deliver Landmark's The  
25 Landmark Forum (the "Program") as Landmark Certified Consultants to  
26 lead certain Landmark-licensed programs. The Training Agreement  
27 included as its Appendix C an itemized list of hundreds of pages of  
28 training materials proprietary to Landmark (the "Materials") for

1 use by Transformasia and Perreras pursuant to the Training Agree-  
2 ment. A true and correct copy of said Appendix C is attached and  
3 incorporated as Exhibit A. Consistent with the Training Agreement,  
4 from August to December 2009 Landmark trained Perreras and others  
5 in San Francisco, California, in the Philippines, and elsewhere,  
6 and provided to Transformasia and Perreras Materials in conjunction  
7 with said training. Landmark is informed and believes and on that  
8 basis alleges that thereafter, Transformasia and Perreras continued  
9 to use the Materials to conduct live seminars in the Philippines  
10 delivered by Landmark Certified Consultants, or currently intends  
11 to and is pursuing the means to do so. Landmark is informed and  
12 believes and on that basis alleges that from and after 1998  
13 Perreras also had traveled to and lived in California to partici-  
14 pate in other Landmark programs in California. Landmark is in-  
15 formed and believes and on that basis alleges that Perreras has had  
16 continuous and systematic business contacts in the United States  
17 and in California. The Training Agreement was in all respects to  
18 be governed by the laws of the United States.

19       5. The Program is Landmark's unique course of instruction  
20 designed to support participants in being more effective in realiz-  
21 ing their personal and societal goals. Through a series of philo-  
22 sophically rigorous and open discussions, voluntary sharing of  
23 participants' experiences, and short exercises, the Program pro-  
24 vides an opportunity to explore basic questions that have been of  
25 interest to human beings throughout time and to examine many as-  
26 pects of each participant's own life. The Program offers a unique,  
27 proprietary technology through which participants create new possi-  
28 bilities for their lives.

1       6. In order to promote and respect the confidentiality of  
2 Program participants and Landmark's intellectual property, the  
3 Training Agreement included express provisions about Landmark's  
4 Materials, including the following express representations, cove-  
5 nants, warranties, and agreements:

6           a. No title to or ownership of the Licensed Programs or  
7 Proprietary technology or intellectual property was transferred to  
8 Transformasia. Landmark owned and retained all title and ownership  
9 of all intellectual property rights in the Licensed Programs,  
10 Training Programs, and Materials, including all communications,  
11 either written or electronic, as they pertain to the Licensed Pro-  
12 grams and Training Programs.

13           b. Any modifications to and derivative works from the  
14 Licensed Programs and/or from the Training Programs, and/or the  
15 Materials made by either Transformasia or its employees (including  
16 its President, Perreras) were deemed to be the property and owner-  
17 ship of Landmark.

18           c. Transformasia agreed not to file any new trademark,  
19 and/or trade name applications(s), in any class and in any country  
20 that in Landmark's opinion was the same as, similar to, or that  
21 contained, in whole or in part, any or all of Landmark's trade  
22 names and trademarks, and further agreed to not register or use as  
23 its own any internet domain name which contains Landmark's or other  
24 trademarks in whole or in part or any other name which is confus-  
25 ingly similar to Landmark. This agreement survived the expiration  
26 or other termination of the Training Agreement.

27           d. The Training Agreement and Transformasia's rights  
28 and obligations arising under the Training Agreement may not be

1 assigned by Transformasia without Landmark's prior written consent;  
2 no such consent was or is given.

3       7. On or about August 17, 2009, Landmark and Perreras en-  
4 tered into a written Landmark Education Non-Competition Agreement  
5 (the "2009 Non-Competition Agreement") for Landmark to train  
6 Perreras to lead the Program and other programs delivered to the  
7 public by Landmark. Again, Landmark expressly told Perreras that  
8 Landmark would train Perreras in commercially-valuable proprietary  
9 technology which was contained in the Program and other Landmark  
10 programs and which was protected by copyright, trade secret and  
11 other applicable laws. The 2009 Non-Competition Agreement applied  
12 equally to Landmark's wholly-owned subsidiary, Vanto Group, Inc., a  
13 Delaware corporation ("Vanto"), and was to be interpreted in accor-  
14 dance with and governed by the laws of the State of California.

15       8. In order to promote and respect the confidentiality of  
16 Program participants and Landmark's intellectual property, the 2009  
17 Non-Competition Agreement included express provisions about Land-  
18 mark's and Vanto's non-public Materials pertaining to the business  
19 of Landmark and Vanto, including the following express representa-  
20 tions, covenants, warranties, and agreements:

21           a. On termination of Perreras's training and leading  
22 programs, Perreras would not, without prior written consent of  
23 Landmark or absent compulsory legal process validly issued, direct-  
24 ly or indirectly, in whole or in part, use (for Perreras's own use  
25 or others), divulge, disclose, or make accessible to any other  
26 person, firm, partnership, corporation, association or other entity  
27 any non-public Materials pertaining to the business of Landmark or  
28 Vanto. No such consent was or is given. Perreras further agreed

1 to notify Landmark immediately on Perreras first obtaining knowl-  
2 edge of the existence of such compulsory legal process, and to  
3 reasonably cooperate in all efforts undertaken by Landmark to modi-  
4 fy, quash, suppress, or otherwise render ineffectual such process.

5 b. In the event of Perreras's breach or threatened  
6 breach of Perreras's promises stated in paragraph 8a, above, Land-  
7 mark shall be entitled to an injunction restraining Perreras from  
8 disclosing the aforementioned non-public Materials, and from ren-  
9 dering any services to any person, firm, partnership, corporation  
10 (such as Transformasia), association or other entity to whom non-  
11 public Materials have been disclosed or are threatened to be dis-  
12 closed.

13 c. Landmark additionally is able to pursue other reme-  
14 dies available to Landmark for Perreras's breaches or threatened  
15 breaches of the 2009 Non-Competition Agreement, including the re-  
16 covery of damages from Perreras.

17 d. The rights and obligations set forth in the 2009  
18 Non-Competition Agreement by their nature expressly survived and  
19 continued after termination of the 2009 Non-Competition Agreement.

20 9. On or about August 17, 2009, Landmark and Perreras en-  
21 tered into a written Landmark Education Staff No Resale Agreement  
22 (the "No Resale Agreement") to confirm expressly the protection  
23 provided to Landmark's Materials and business records used and made  
24 available in Landmark's training of Perreras.

25 10. In the No Resale Agreement, Perreras expressly understood  
26 and agreed that:

27 a. All Materials, concepts, and information used, ei-  
28 ther orally or in writing, to train Perreras and thereafter for

1 Perreras to lead Landmark programs are the property of Landmark and  
2 are protected by copyright, trade secrets, and other applicable  
3 laws.

4 b. Perreras would not reproduce, copy, or otherwise  
5 duplicate Landmark's Materials, concepts, and information without  
6 Landmark's prior written permission.

7 c. Perreras would not resell, modify and resell or  
8 repackage and resell Landmark's Materials, concepts, and informa-  
9 tion.

10 d. Landmark's Materials, concepts, and information  
11 consisted of various trade secrets, including abstractions, tech-  
12 nologies, processes, techniques, programs, compilations of re-  
13 search, and the like that are owned by Landmark in the conduct of  
14 Landmark's activities.

15 e. Without Landmark's prior written permission,  
16 Perreras would not deliver Landmark's Materials, concepts, and  
17 information, either reproduced or modified, or anything derived  
18 from Landmark's Materials, concepts, and information, either orally  
19 or in writing, as part of any seminar, training program, workshop,  
20 consulting or similar business activity, which in the future  
21 Perreras might make available to others.

22 f. All participant information, files, records, docu-  
23 ments, manuals and similar items relating to Landmark's business,  
24 whether prepared by Perreras or that otherwise came into Perreras's  
25 possession, were confidential and shall remain the exclusive prop-  
26 erty of Landmark. Further, Perreras would respect and protect such  
27 business records, and would return to Landmark any such business  
28 records on termination of Perreras's training and termination of

1 Perreras leading Landmark programs.

2       11. The No Resale Agreement includes an arbitration provi-  
3 sion. Any arbitration proceeding must be instituted within the  
4 State of California in accordance with the Expedited Labor Arbitra-  
5 tion Rules of the American Arbitration Association and within three  
6 months after the controversy or claim arises. Landmark timely  
7 instituted said arbitration proceeding in San Francisco, Califor-  
8 nia. Given the non-contracting essential defendant  
9 (Transformasia), defendants' continuing copyright infringements in  
10 the Philippines as alleged below, the scope of the provision, the  
11 lack of an arbitration provision in any other Landmark/Perreras/  
12 Transformasia agreement involved in the within matter, and the  
13 ineffectiveness of an equitable remedy through arbitration, Land-  
14 mark has been and is legally excused from performing all conditions  
15 and obligations, if any, to be performed on Landmark's part under  
16 said arbitration provision by the acts and omissions of Perreras as  
17 herein alleged.

18       12. On or about June 30, 2012, Landmark and Perreras entered  
19 into a written Landmark Education Agreement Not To Compete (the  
20 "2012 Non-Competition Agreement") for Landmark to engage Perreras  
21 to lead the Program and other programs delivered to the public by  
22 Landmark. Yet again, Landmark expressly told Perreras that commer-  
23 cially valuable proprietary technology was contained in the Program  
24 and such other programs, and is protected by copyright, trade se-  
25 cret, and other applicable laws. The 2012 Non-Competition Agree-  
26 ment applied equally to Vanto, and was to be interpreted in accor-  
27 dance with and governed by the laws of the State of Delaware.

28       13. In order to promote and respect the confidentiality of

1 Program participants and Landmark's intellectual property, the 2012  
2 Non-Competition Agreement included express provisions about Land-  
3 mark's and Vanto's non-public Materials pertaining to the business  
4 of Landmark and Vanto, including the following express representa-  
5 tions, covenants, warranties, and agreements:

6 a. On termination of Perreras's engagement, Perreras  
7 would not, without prior written consent of Landmark or absent  
8 compulsory legal process validly issued, directly or indirectly, in  
9 whole or in part, use (for Perreras's own use or others), divulge,  
10 disclose, or make accessible to any other person, firm, partner-  
11 ship, corporation, association or other entity any non-public Mate-  
12 rials pertaining to the business of Landmark or Vanto. No such  
13 consent was or is given. Perreras further agreed to notify Land-  
14 mark immediately on Perreras first obtaining knowledge of the exis-  
15 tence of such compulsory legal process, and to reasonably cooperate  
16 in all efforts undertaken by Landmark to modify, quash, suppress,  
17 or otherwise render ineffectual such process.

18 b. In the event of Perreras's breach or threatened  
19 breach of Perreras's promises stated in paragraph 13a, above, Land-  
20 mark shall be entitled to an injunction restraining Perreras from  
21 disclosing the aforementioned non-public Materials, and from ren-  
22 dering any services to any person, firm, partnership, corporation  
23 (such as Transformasia), association or other entity to whom non-  
24 public Materials have been disclosed or are threatened to be dis-  
25 closed.

26 c. Landmark additionally is able to pursue other reme-  
27 dies available to Landmark for Perreras's breaches or threatened  
28 breaches of the 2012 Non-Competition Agreement, including the re-

1 covery of damages from Perreras.

2                   d. The rights and obligations set forth in the 2012  
3 Non-Competition Agreement by their nature expressly survived and  
4 continued after termination of the 2012 Non-Competition Agreement.

5                   JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT

6                   14. This Court has subject matter jurisdiction over Land-  
7 mark's copyright infringement and related claims pursuant to 17 USC  
8 §§501, and 28 USC §§1331, 1332(a)(2) and 1338(a) and 1367, and pur-  
9 suant to the trademark laws of the United States, 15 USC §§1114, et  
10 seq., and in part pursuant to the Lanham Act, as amended, 15 USC  
11 §§1051, et seq. This Court has supplemental jurisdiction over  
12 Landmark's claims under the laws of California and Delaware pursu-  
13 ant to 28 USC §§1332, 1338(b) and 1367(a), and 15 USC §1121, be-  
14 cause said claims are joined with substantial and related claims  
15 under Federal law, and because said claims form part of the same  
16 case or controversy and derive from a common nucleus of operative  
17 facts. This Court has jurisdiction over the count for declaratory  
18 relief pursuant to 15 USC §1116 and 28 USC §2201.

19                   15. Venue arises under 28 USC §§1391 and 1391(d) because  
20 Landmark is located in the Northern District of California, San  
21 Francisco Office, and because defendants, and each of them, as  
22 aliens may be sued in any federal district. Pursuant to Civil L.R.  
23 3-2(c) and General 44(d)(3), this Intellectual Property Action is  
24 an excepted category but nevertheless properly filed in the San  
25 Francisco Division.

26                   FIRST CLAIM FOR RELIEF  
27                   (Continuing Copyright Infringements per 17 USC §§501, et seq. -  
                         All Defendants)

28                   16. Landmark repeats and incorporates paragraphs 1 through 15

1 as though set forth in full.

2 17. Landmark owns all right, title, and interest in and to  
3 "The Landmark Forum Leaders Manual", and related Materials covered  
4 by Landmark's Certificate of Registration, including but not limit-  
5 ed to the exclusive rights to present the Program and to use and  
6 distribute the Program and the Materials. Among the formal protec-  
7 tion for related Materials, Landmark owns all right, title, and  
8 interest in and to "Sex and Intimacy: From Predicament to Possibil-  
9 ity". Attached and incorporated as Exhibit B is a true and correct  
10 copy of Landmark's operative Certificate of Registration for The  
11 Landmark Forum Leaders Manual; attached and incorporated as Exhibit  
12 C is a true and correct copy of Landmark's operative Certificate of  
13 Registration for Sex and Intimacy: From Predicament to Possibility.  
14 If applicable, visually perceptible copies of the Program and the  
15 Materials published in the United States or elsewhere by authority  
16 of Landmark bear a notice of copyright ("©") pursuant to 17 USC  
17 §401. Landmark has the exclusive rights to do and to authorize the  
18 acts set forth in 17 USC §106, and as applied to the Philippines as  
19 a signatory or successor to a signatory of the Berne Convention,  
20 pursuant to, *inter alia*, 17 USC §§102, 103 and 104(b).

21 18. Landmark is informed and believes and on that basis al-  
22 leges that Perreras and Transformasia, and each of them, infringed  
23 and are infringing Landmark's copyrights by accessing, recording,  
24 reproducing, copying, and otherwise duplicating some or all of the  
25 Program and the Materials in California and by thereafter commer-  
26 cially using, reproducing, publishing, broadcasting, disclosing,  
27 duplicating, selling and reselling, and repackaging, orally and in  
28 writing, or by attempting, planning, and threatening to do the

1 foregoing, the Program and the Materials in seminars, training  
2 programs, workshops, consulting, and similar business activities in  
3 the Philippines, without Landmark's approval or authorization.  
4 Landmark is informed and believes and on that basis alleges that  
5 defendants' first infringing acts took place in California as al-  
6 leged herein. This is a case of continuing copyright infringements  
7 and an action brought for all infringing acts by Perreras and  
8 Transformasia, and each of them, that accrued within the three  
9 years preceding the filing of this lawsuit and thereafter.

10 19. Landmark is informed and believes and on that basis al-  
11 leges that the conduct of Perreras and Transformasia, and each of  
12 them, has been and is willful within the meaning of The Copyright  
13 Act, *inter alia*, because the acts and failures to act by Perreras  
14 and Transformasia, and each of them, as herein alleged have been  
15 with willful blindness to and in reckless disregard of Landmark's  
16 registered copyrights.

17 20. Perreras and Transformasia, and each of them, are liable  
18 to Landmark for copyright infringement. As one result, said copy-  
19 right infringement has caused, is causing, and will cause Landmark  
20 to suffer substantial losses and severe and irreparable harm.  
21 Losses and irreparable harm include damage to Landmark's business  
22 reputation and goodwill. Landmark therefore is entitled to recover  
23 as and against Perreras and Transformasia, and each of them, damag-  
24 es including for Landmark's losses and for all profits said defen-  
25 dants have made pursuant to 17 USC §504(b), for at least the three  
26 years preceding the filing of this complaint. Alternatively, Land-  
27 mark is entitled to statutory damages pursuant to 17 USC §504(c).  
28 Additionally, Landmark is entitled to enhancement of said statutory

1 damages pursuant to 17 USC §504(c)(2) because of Perreras's and  
2 Transformasia's willful infringement, as herein alleged.

3 21. Landmark also is entitled to recover its costs and rea-  
4 sonable attorney's fees pursuant to 17 USC §505.

5 22. Other than as alleged herein, Landmark does not have  
6 direct access to Perreras's and Transformasia's materials infring-  
7 ing the Program and the Materials. Landmark's discovery in the  
8 within matter is expected to result in: (a) injunctive relief as  
9 and against Perreras and Transformasia, and each of them, and their  
10 licensees, if any, pursuant to 17 USC §502, (b) an order impounding  
11 copies of all infringing and derivative materials pursuant to 17  
12 USC §§503, (c) an order freezing the bank accounts used by Perreras  
13 and Transformasia, and each of them, to profit from their infring-  
14 ing conduct, (d) an accounting, (e) the imposition of a construc-  
15 tive trust in favor of Landmark for all said profits, and (f) pre-  
16 liminary and injunctive relief against said defendants, and their  
17 licensees if any, enjoining them, and each of them, from infringing  
18 Landmark's copyrights.

19 WHEREFORE, Landmark prays for judgment as set forth below.

20 **SECOND CLAIM FOR RELIEF**  
21 (Federal Trademark Infringement - All Defendants)

22 23. Landmark repeats and incorporates paragraphs 1 through 22  
as though set forth in full.

23 24. Landmark owns all right, title, and interest in and to  
the Service Mark LANDMARK EDUCATION (Reg. No. 2,432,988), the Ser-  
25 vice Mark LANDMARK EDUCATION in a rectangular box (Reg. No.  
26 2,432,989), the LANDMARK FORUM (Reg. No. 1,850,938) and LANDMARK &  
27 Design (USPTO Reg. No. 4,116,223), including but not limited to the  
28

1 exclusive rights to use the marks in connection with educational  
2 services, namely conducting workshops and seminars in the fields of  
3 effectiveness, productivity, communication, leadership, management,  
4 and personal and organizational development (together and separately,  
5 the "Marks"). The foregoing itemized exclusive uses include  
6 International Class 41. The Marks are incontestable as that term  
7 is used in 15 USC §1065. Landmark's use of the Marks and variations  
8 on the Marks is longstanding. Attached and incorporated as  
9 group Exhibit D are a true and correct copy of each of Landmark's  
10 operative Certificate(s) of Registration as enumerated above.

11 25. As a result of Landmark's long use and continual and  
12 substantial promotion of the Marks, Landmark has established Land-  
13 mark's valuable, worldwide business reputation, goodwill, and rec-  
14 gnition in and to the Marks. The use and attempted use of the  
15 Marks by Perreras and Transformasia, and each of them, is without  
16 permission or authorization of Landmark.

17 26. Perreras and Transformasia, and each of them, are liable  
18 to Landmark for trademark infringement. As one result, said in-  
19 fringement and attempted infringement has caused, is causing, and  
20 will cause Landmark to suffer substantial losses and severe and  
21 irreparable harm. Losses and irreparable harm include damage to  
22 Landmark's business reputation, goodwill, and recognition. Land-  
23 mark therefore is entitled to recover as and against Perreras and  
24 Transformasia, and each of them, damages including for Landmark's  
25 losses and for all profits said defendants have made, pursuant to  
26 15 USC §1117(a). Additionally, Landmark is entitled to three times  
27 said actual damages pursuant to 15 USC §1117(a) because of  
28 Perreras's and Transformasia's willful infringement, as herein

1 | alleged.

2 WHEREFORE, Landmark prays for judgment as set forth below.

**THIRD CLAIM FOR RELIEF**  
**(Misappropriation Of Trade Secrets - All Defendants)**

5  
- 27. Landmark repeats and incorporates paragraphs 1 through 26  
as though set forth in full.

7       28. Landmark is informed and believes and on that basis al-  
8       leges that Perreras had and still has on his laptop computer:  
9       Landmark's customer records, Landmark's proprietary Materials item-  
10      ized in Appendix C as alleged above, printouts of Landmark's Mate-  
11      rials in digital format, digital and physical forms of Landmark's  
12      proprietary manuals and training materials, and approximately thir-  
13      ty seminar and Program materials in digital format presented and  
delivered by Perreras and Transformasia, and each of them.

15        29. Beginning in February 2013, Landmark demanded in writing  
16        that Perreras return each and all of the records, Materials, and  
17        Program materials itemized in paragraph 28, above, but Perreras and  
18        Transformasia refused and continue to refuse to return to Landmark  
      said records, Materials, and Program materials.

30. The refusals by Perreras and Transformasia in spite of their contractual and common law obligations to return said records, Materials, and Program materials are misappropriations of Landmark's protected trade secrets.

WHEREFORE, Landmark prays for judgment as set forth below.

FOURTH CLAIM FOR RELIEF  
(Breach Of Contract - All Defendants)

31. Landmark repeats and incorporates paragraphs 1 through 30  
as though set forth in full.

32. Landmark is informed and believes and on that basis al-

1 leges that Perreras and Transformasia breached the Training Agree-  
2 ment, 2009 Non-Competition Agreement, No Resale Agreement, and 2012  
3 Non-Competition Agreement by *inter alia* accessing, recording, re-  
4 producing, copying, failing to return, and otherwise duplicating  
5 some or all of the Program and the Materials in California and in  
6 the Philippines and thereafter by commercially using, reproducing,  
7 publishing, broadcasting, disclosing, duplicating, selling and  
8 reselling, and repackaging, orally and in writing, or by attempt-  
9 ing, planning, and threatening to do the foregoing, the Program,  
10 the Materials, and the Marks in seminars, training programs, work-  
11 shops, consulting, and similar business activities in the Philip-  
12 pines, without Landmark's approval or authorization and in spite of  
13 Landmark's written demands for their return.

14 33. As a direct and proximate result of defendants' breaches  
15 of the Training Agreement, 2009 Non-Competition Agreement, No Re-  
16 sale Agreement, and 2012 Non-Competition Agreement, Landmark has  
17 suffered and is suffering substantial injuries and damages, includ-  
18 ing loss of business, loss of participants, and damage to Land-  
19 mark's business reputation and goodwill.

20 34. As alleged above, only the No Resale Agreement includes  
21 an arbitration provision (to which Transformasia is not a party).  
22 Given the non-contracting essential defendant, the limited scope of  
23 the arbitration provision, defendants' continuing copyright in-  
24 fringements in the Philippines, the foreign citizenship and resi-  
25 dence of all defendants, and the ineffectiveness of an equitable  
26 remedy through arbitration, Landmark has been legally excused from  
27 performing all conditions and obligations, if any, to be performed  
28 on its part under said arbitration provision by the acts and omis-

1 sions of Perreras as herein alleged.

2 WHEREFORE, Landmark prays for judgment as set forth below.

3 FIFTH CLAIM FOR RELIEF  
4 (Common Law Unfair Competition - All Defendants)

5 35. Landmark repeats and incorporates paragraphs 1 through 34  
6 as though set forth in full.

7 36. The acts and omissions to act of and by Perreras and  
8 Transformasia, and each of them, as herein alleged constitute com-  
9 mon law unfair competition. Landmark is informed and believes and  
10 on that basis alleges that Perreras and Transformasia, and each of  
11 them, are commercially using, reproducing, publishing, broadcast-  
12 ing, disclosing, duplicating, selling and reselling, and repackag-  
13 ing, orally and in writing, or by attempting, planning, and threat-  
14 ening to do the foregoing, the Program, the Materials and the Marks  
15 in seminars, training programs, workshops, consulting, and similar  
16 business activities in the Philippines, without Landmark's approval  
17 or authorization and in spite of Landmark's written demands for  
18 their return.

19 37. Landmark is informed and believes and on that basis al-  
20 leges that Perreras participated in the Program and obtained some  
21 or all of the Materials in California and the Philippines with the  
22 purpose and design of commercially using, reproducing, publishing,  
23 broadcasting, disclosing, duplicating, selling and reselling, and  
24 repackaging, orally and in writing, the Program, the Materials, and  
25 the Marks in seminars, training programs, workshops, consulting,  
26 and similar business activities in the Philippines, without Land-  
27 mark's approval or authorization and in spite of Landmark's written  
28 demands for their return.

1       38. Landmark is informed and believes and on that basis al-  
2       leges that Transformasia has ratified Perreras's wrongful acts and  
3       failures to act as herein alleged, and that Perreras and  
4       Transformasia thus have been unjustly enriched and have unfairly  
5       profited from their acts of unfair competition through their use of  
6       Landmark's proprietary Program and Materials in spite of Landmark's  
7       written demands for the return of Landmark's records, Materials,  
8       and Program materials.

9       39. As a direct and proximate result of Perreras's and  
10 Transformasia's unfair competition, Landmark has suffered and is  
11 suffering substantial injuries and damages, including lost profits,  
12 loss of business, loss of participants, and damage to Landmark's  
13 business reputation, goodwill, and recognition.

14       40. Defendants' acts and omissions to act as alleged in this  
15 claim for relief were willful, intentional, and unprivileged and  
16 were done with malice, oppression, and fraud. Therefore, in addi-  
17 tion to actual damages as herein prayed, Landmark seeks to recover  
18 damages from defendants for the sake of example and by way of pun-  
19 ishing defendants, and each of them.

20 WHEREFORE, Landmark prays for judgment as set forth below.

SIXTH CLAIM FOR RELIEF

(Interference With Prospective Economic Advantage -  
All Defendants)

23 41. Landmark repeats and incorporates paragraphs 1 through 40  
24 as though set forth in full.

25        42. Landmark's global business of delivering programs to  
26 individuals for personal and professional growth, training, and  
27 development includes such business in the Philippines. Landmark  
28 delivers the Program and the Materials to individuals in the Phil-

1     ippines and facilitates delivery of and provides opportunities for  
2     people in the Philippines to experience the Program, Materials, and  
3     special Landmark events.

4     43.    Landmark is informed and believes and on that basis al-  
5     leges that Perreras and Transformasia, and each of them, have pre-  
6     vented, usurped, and interfered with Landmark's relationships with  
7     and prospective relationships with those who participate in  
8     Perreras's and Transformasia's seminars, training programs, work-  
9     shops, consulting, and similar business activities in the Philip-  
10     pines, in lieu of participating in the Program, by improperly and  
11     tortiously using, reproducing, publishing, broadcasting, disclos-  
12     ing, duplicating, selling and reselling, and repackaging, orally  
13     and in writing, the Program, the Materials, and the Marks and by  
14     refusing Landmark's written demands for the return of Landmark's  
15     records, Materials, and Program materials.

16     44.    The conduct of Perreras and Transformasia, and each of  
17     them, constitutes tortious interference with prospective economic  
18     advantage in violation of Landmark's common law rights.

19     45.    As a direct and proximate result of Perreras's and  
20     Transformasia's tortious interference with Landmark's prospective  
21     economic advantage, Landmark has suffered and is suffering substan-  
22     tial injuries and damages, including loss of business, loss of  
23     participants, and damage to Landmark's business reputation, good-  
24     will, and recognition.

25     46.    Defendants' acts and omissions to act as alleged in this  
26     claim for relief were willful, intentional, and unprivileged and  
27     were done with malice, oppression, and fraud. Therefore, in addi-  
28     tion to actual damages as herein prayed, Landmark seeks to recover

1 damages from defendants for the sake of example and by way of pun-  
2 ishing defendants, and each of them.

3 WHEREFORE, Landmark prays for judgment as set forth below.

4 **SEVENTH CLAIM FOR RELIEF**

5 **(Breach Of The Implied Covenant Of Good Faith**  
**And Fair Dealing - Perreras)**

6 47. Landmark repeats and incorporates paragraphs 1 through 46  
7 as though set forth in full.

8 48. The Training Agreement, 2009 Non-Competition Agreement,  
9 No Resale Agreement, and 2012 Non-Competition Agreement each con-  
10 tain an implied covenant of good faith and fair dealing which obli-  
11 gated Perreras to perform the terms and conditions of the Training  
12 Agreement, 2009 Non-Competition Agreement, No Resale Agreement, and  
13 2012 Non-Competition Agreement fairly and in good faith, and to  
14 refrain from any act that would prevent or impede Landmark from  
15 performing any or all of the conditions and obligations to be per-  
16 formed on its part, or any act that would deprive Landmark of the  
17 benefits of the Training Agreement, 2009 Non-Competition Agreement,  
18 No Resale Agreement, and 2012 Non-Competition Agreement.

19 49. Landmark has performed all conditions and obligations to  
20 be performed on Landmark's part under the Training Agreement, 2009  
21 Non-Competition Agreement, No Resale Agreement, and 2012 Non-Com-  
22 petition Agreement, or has been legally excused from performing all  
23 conditions and obligations, if any, to be performed on its part  
24 under the Training Agreement, 2009 Non-Competition Agreement, No  
25 Resale Agreement, and 2012 Non-Competition Agreement by the acts  
26 and omissions of Perreras as herein alleged.

27 50. Perreras breached the implied covenant of good faith and  
28 fair dealing by his acts and omissions, known and unknown, includ-

1 ing by accessing, recording, reproducing, copying, and otherwise  
2 duplicating some or all of the Program and the Materials in Cali-  
3 fornia and the Philippines and thereafter by commercially using,  
4 reproducing, publishing, broadcasting, disclosing, duplicating,  
5 selling and reselling, and repackaging, orally and in writing, the  
6 Program and the Materials in seminars, training programs, work-  
7 shops, consulting, and similar business activities in the Philip-  
8 pines, or by attempting, planning, and threatening to do the fore-  
9 going, without Landmark's approval or authorization, and by refus-  
10 ing Landmark's written demands to return Landmark's records, Mate-  
11 rials, and Program materials.

12       51. As a direct and proximate result of Perreras's breach of  
13 the implied covenant of good faith and fair dealing, Landmark has  
14 suffered and is suffering substantial injuries and damages, includ-  
15 ing lost profits, loss of business, loss of participants, and dam-  
16 age to Landmark's business reputation and goodwill.

17 WHEREFORE, Landmark prays for judgment as set forth below.

EIGHTH CLAIM FOR RELIEF  
(Declaratory Relief - All Defendants)

19           52. Landmark repeats and incorporates paragraphs 1 through 52  
20           as though set forth in full.

21        53. An actual controversy has arisen and exists regarding the  
22        rights of the parties with regard to the Program, the Materials,  
23        and the Marks and defendants' infringing uses in the Philippines.

25. Landmark contends that Perreras and Transformasia, and  
each of them, have no right, privilege, permission, or authoriza-  
tion to access, record, reproduce, copy, or otherwise duplicate  
some or all of the Program and the Materials and the Marks in Cali-

1 fornia and the Philippines or to commercially use, reproduce, pub-  
2 lish, broadcast, disclose, duplicate, sell and resell, or repack-  
3 age, orally or in writing, the Program and the Materials and the  
4 Marks in seminars, training programs, workshops, consulting, and  
5 similar business activities, and that said defendants have no right  
6 to refuse Landmark's written demands that said defendants immedi-  
7 ately and unconditionally return Landmark's records, Materials, and  
8 Program materials. Landmark is informed and believes and on that  
9 basis alleges that Perreras and Transformasia, and each of them,  
10 contend otherwise.

11 55. Landmark desires a judicial determination that Landmark's  
12 rights in the Program, the Materials, and the Marks prevent and  
13 preclude Perreras and Transformasia, and each of them, from commer-  
14 cially exploiting the Program, the Materials, and the Marks as  
15 herein alleged, and that Perreras and Transformasia, and each of  
16 them, immediately and unconditionally return to Landmark Landmark's  
17 records, Materials, and Program materials.

18 56. A judicial declaration is necessary and appropriate at  
19 this time and under the circumstances so that the parties may as-  
20 certain their rights, in relation to one another, in the Program,  
21 the Materials, and the Marks.

22 WHEREFORE, Landmark prays for judgment as set forth below.

23 **PRAYER**

24 1. For judgment that Perreras and Transformasia, and each of  
25 them: (a) have willfully infringed and are willfully infringing  
26 and misappropriating Landmark's rights in Landmark's registered  
27 copyrights and registered trademarks, in violation of 17 USC §501,  
28 et seq., and 15 USC §§ 1114 and 1125(a), and the common law of

1 California, and therefore have caused, are causing, and will cause  
2 Landmark to suffer substantial losses and severe and irreparable  
3 harm, and (b) immediately and unconditionally return to Landmark  
4 each and all of Landmark's records, Materials, and Program materi-  
5 als;

6 2. For preliminary and permanent injunctive relief against  
7 Perreras and Transformasia, and each of them, and against any and  
8 all agents, employees, associates, representatives, servants,  
9 successors and assigns of said defendants, and each of them, and  
10 all others in active concert or participation with them, that they  
11 be enjoined and restrained from any direct and indirect infringing  
12 use of or commercial application of the Program, the Materials, and  
13 the Marks, or the Program or the Materials or the Marks, including  
14 using, reproducing, publishing, broadcasting, disclosing, duplicat-  
15 ing, selling and reselling, misappropriating, and repackaging,  
16 orally and in writing, the Program and the Materials and the Marks  
17 in seminars, training programs, workshops, consulting, and similar  
18 business activities, and that Perreras and Transformasia, and each  
19 of them, immediately return to Landmark each and all of Landmark's  
20 records, Materials, and Program materials;

21 3. For damages including for Landmark's losses and for all  
22 profits Perreras and Transformasia, and each of them, have made,  
23 pursuant to 17 USC §504(b) for at least the three years preceding  
24 the filing of this complaint and thereafter, including an amount in  
25 excess of such profits as this Court finds just pursuant to 15 USC  
26 §1117(a); or, alternatively, for statutory damages pursuant to 17  
27 USC §504(c) and, and for enhancement of said statutory damages  
28 pursuant to 17 USC §504(c)(2) and 15 USC §1117(b) because of

1 Perreras's and Transformasia's willful infringement;

2 4. For an award of three times Landmark's actual damages  
3 pursuant to 15 USC §1117(b), including such actual damages to com-  
4 pensate Landmark for defendants' infringement and misappropriation  
5 occurring prior to the filing of the within action, during the  
6 pendency of the within action, and continuing after entry of judg-  
7 ment in the within action, in an amount to be proven at trial;

8 5. For: (a) injunctive relief as and against Perreras and  
9 Transformasia, and each of them, and their licensees, if any, pur-  
10 suant to 17 USC §502, (b) an order impounding copies of all in-  
11 fringing, misappropriated, and derivative materials pursuant to 17  
12 USC §§503, (c) an order freezing the bank accounts used by Perreras  
13 and Transformasia, and each of them, to profit from their infring-  
14 ing conduct and misappropriation, (d) a full and complete account-  
15 ing, and (e) the imposition of a constructive trust in favor of  
16 Landmark for all said profits;

17 6. For damages, including loss of business, loss of partici-  
18 pants, and damage to Landmark's business reputation and goodwill  
19 pursuant to applicable law;

20 7. For exemplary and punitive damages on the fifth and sixth  
21 claims for relief in an amount for the sake of example and by way  
22 of punishing defendants;

23 8. For costs of suit and reasonable attorneys' fees incurred  
24 by Landmark to prosecute the within action;

25 9. For prejudgment interest; and,

26 10. For such other and further relief as this Court may deem  
27 just and proper.

28 / / /

1

JURY DEMAND

2

Landmark demands a trial by jury on all issues triable of right  
3 by jury in the within action pursuant to FRCP 38(b) and Civil L.R.  
4 38-1.

5

Dated: June 19, 2013

6

7

by Stephen P. Brunner

8

Stephen P. Brunner  
Attorney for Plaintiff  
LANDMARK WORLDWIDE LLC, a  
Delaware limited liability company

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# EXHIBIT A

## APPENDIX C: MATERIALS

### WRITTEN MATERIALS

	<b># of Pages</b>
1. The Landmark Forum Leaders Manual ..... (Manual #661) SZ/JDM Jan-10	411
2. Landmark Forum Leader Checklist JDM Jul-03 .....	10
3. Levels.06 JWI 6-Mar-06 .....	2
4. Jean Weininger Notes of the Landmark Forum SZ NY Oct-98 (Transcript #143) .....	239
5. Questions and Answers Regarding Revision ..... Of Well Being Policy 5-Aug-05	38
6. Participant Well-Being Break Checklist ..... and Related Policies and Procedures 30-Apr-09	21
7. Coaching Notes JDM 3-Jul-99 .....	12
8. Child Abuse Reporting Requirements in the United States .....	3
9. WHAT YOU WILL GO THROUGH (Stages of Development for Someone Training to Lead the Landmark Forum) .....	3
10. Media, Media Inquiries, and Public Relations Policies and Practices .....	12
11. Transcript of "Distinctions by SZ" LFLF NOR 30-Jun-00.....	9
12. Training and Preparation Manual CEL/MGS 5-Jul-01 updated JWI 19-Sep-03.....	48
13. 'Policies and Practices of Great Service for the Landmark Forum.doc' JDM 27-Jan-05.....	4

**APPENDIX C: MATERIALS****AUDIO MATERIALS**  
**(green label)**

446	Landmark Forum SZ NY Oct. 16, 17, 18, 20, 1998 Day 1            7 files Day 2            6 files Day 3            7 files ES                2 files	1 DVD with 22 mp3 files
446e1	Excerpts from LFL Training from The Landmark Forum SZ NY Oct-98	1 CD with 6 mp3 files
471	Source Document read by SZ LFLF NOR 30-Jun-00	1 CD
472	Key Distinctions by SZ LFLF NOR 30-Jun-00	1 CD
517e	Mock for Hecklers edited by Tirzah Cohen 30-Aug-02	1 CD

**VIDEOS TO BE VIEWED DURING INTENSIVE (then returned to WHQ library)**  
**(blue label)**

469	Landmark Forum SZ NY Oct-98 Day 1            7 discs Day 2            6 discs Day 3            7 discs ES                2 discs	22 DVD set
499	Media Excerpt at LFL Days MKA CHI 11-Apr-01	1 DVD
507	LFL Candidate Training SRO /Jewel Walker	2 DVDs

# EXHIBIT B

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

## FORM TX

For a Nondramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE

TXu 1-120-461



TXu 120461

EFFECTIVE DATE OF REGISTRATION

8 15 2003  
Month Day Year

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

## TITLE OF THIS WORK ▼

1

The Landmark Forum Leader's Manual

## PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

## NAME OF AUTHOR ▼

2

a Landmark Education LLC

Was this contribution to the work a "work made for hire"?

Yes

No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR, Citizen of ▶ USA

Domiciled in ▶

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes" see detailed instructions

Anonymous?  Yes  No

Pseudonymous?  Yes  No

## NOTE

Under the law the "author" of a "work made for hire" is generally the employer, not the employee (see instructions below). For any part of this work that was made for hire check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part and leave the space for dates of birth and death blank.

b

Was this contribution to the work a "work made for hire"?

Yes

No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR, Citizen of ▶

Domiciled in ▶

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes" see detailed instructions

Anonymous?  Yes  No

Pseudonymous?  Yes  No

c

NAME OF AUTHOR ▼

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes

No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR, Citizen of ▶

Domiciled in ▶

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes" see detailed instructions

Anonymous?  Yes  No

Pseudonymous?  Yes  No

3

a

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given

2003

◀ Year to all others

## DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information. Month ▶ ▶ Day ▶ ▶ Year ▶ ▶

◀ Month

4

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▶

Landmark Education LLC 353 Sacramento Street Suite 200 San Francisco CA 94111

TRANSFER If the claimant(s) named here is/are not (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright ▶

## APPLICATION RECEIVED

AUG 15 2003

ONE DEPOSIT RECEIVED

AUG 15 2003

TWO DEPOSITS RECEIVED

AUG 15 2003

ONE FUND RECEIVED

AUG 15 2003

TWO FUNDS RECEIVED

AUG 15 2003

THREE FUNDS RECEIVED

AUG 15 2003

FOUR FUNDS RECEIVED

AUG 15 2003

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-8) on the reverse side of this page  
See detailed instructions

Sign the form at line 8

DO NOT WRITE HERE

Page 1 of 2 pages



# EXHIBIT C

## CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

FORM IX  
UNITED STATES COPYRIGHT OFFICE

## REGISTRATION NUMBER

TXU 782-623



## EFFECTIVE DATE OF REGISTRATION

FEB 18 1997

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

## TITLE OF THIS WORK ▼

1 Sex and Intimacy: From Predicament to Possibility

## PREVIOUS OR ALTERNATIVE TITLES ▼

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

## 2 NAME OF AUTHOR ▼

Landmark Education Corporation

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country Yes

Citizen of ▶ USA

 No

Domiciled in ▶ \_\_\_\_\_

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes" see detailed instructions

## NOTE

Under the law, the "author" of a

**NATURE OF AUTHORSHIP** Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Entire text.

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

## NAME OF AUTHOR ▼

Was this contribution to the work a "work made for hire"?

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country Yes

Citizen of ▶ \_\_\_\_\_

 No

Domiciled in ▶ \_\_\_\_\_

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes" see detailed instructions

**NATURE OF AUTHORSHIP** Briefly describe nature of the material created by this author in which copyright is claimed. ▼

## NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country Yes

Citizen of ▶ \_\_\_\_\_

 No

Domiciled in ▶ \_\_\_\_\_

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes" see detailed instructions

**NATURE OF AUTHORSHIP** Briefly describe nature of the material created by this author in which copyright is claimed. ▼

## 3 YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

This information must be given in all cases.

1993

◀ Year

## DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information Month ▶ \_\_\_\_\_ Day ▶ \_\_\_\_\_ Year ▶ \_\_\_\_\_

ONLY IF this work has been published.

APPLICATION RECEIVED  
FEB. 18, 1997DO NOT WRITE HERE  
ONE DEPOSIT RECEIVED  
FFB 19 1997

TWO DEPOSITS RECEIVED

DO NOT WRITE HERE  
REMITTANCE NUMBER AND DATE

See instructions before completing this space

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Landmark Education Corporation  
353 Sacramento Street, Suite 200  
San Francisco, CA 94111

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

MORE ON BACK ▶

\* Complete all applicable spaces (numbers 5-11) on the reverse side of this page.  
\* See detailed instructions.

DO NOT WRITE HERE

EXAMINED BY *DD*

FORM TX

CHECKED BY

CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

**DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.****PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

This is the first published edition of a work previously registered in unpublished form.

This is the first application submitted by this author as copyright claimant.

This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number ▼

Year of Registration ▼

**DERIVATIVE WORK OR COMPILED** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed ▼

See instructions  
before completing  
this space**—space deleted—****REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS**

A signature on this form at space 10, and a check in one of the boxes here in space 8, constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office (1) copies of the work identified in space 1 of this application in Braille (or similar tactile symbols), or (2) phonorecords embodying a fixation of a reading of that work, or (3) both.

 a Copies and Phonorecords b Copies Only c Phonorecords Only

See instructions

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account

Name ▼

Account Number ▼

Fee submitted herewith

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Scott F. Partridge  
Baker & Botts, L.L.P.  
910 Louisiana

Houston, TX 77002

Area Code &amp; Telephone Number ▼

(713) 229-1569

FAX: (713) 229-1522

Be sure to  
give your  
daytime phone  
number**CERTIFICATION** I, the undersigned, hereby certify that I am the

Check one ▶

author  
 other copyright claimant  
 owner of exclusive right(s)

 authorized agent of Landmark Education Corporation

Name of author or other copyright claimant, or owner of exclusive right(s) ▼

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Arthur Schreiber

date ▼ Nov. 22, 1996



Handwritten signature (X) ▼

*Arthur Schreiber***MAIL  
CERTIFI-  
cate TO**

Name ▼	Scott F. Partridge
Number Street Apartment Number ▼	Baker & Botts, L.L.P. 910 Louisiana
City State ZIP ▼	Houston, TX 77002

- Complete all necessary spaces
- Sign your application in space 10

1. Application form
2. Nonrefundable \$20 filing fee in check or money order payable to Register of Copyrights
3. Deposit material

Register of Copyrights  
Library of Congress  
Washington, D.C. 20559

\* 17 U.S.C. § 506(e) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

# EXHIBIT D

## CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

REGISTER OF COPYRIGHTS  
United States of America

## FORM TX

For a Nondramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE

REG

TXU 1-023-394



## EFFECTIVE DATE OF REGISTRATION

APR 18 2001

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

## TITLE OF THIS WORK ▼

1 Landmark Introduction Leaders Program Weekends Manual

## PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared

Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

## 2 NAME OF AUTHOR ▼

a Landmark Education Corporation

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes

No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ▶

Domiciled in ▶ USA

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions.

Anonymous?  Yes  No

Pseudonymous?  Yes  No

## NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼  
Entire text.

## NAME OF AUTHOR ▼

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes

No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ▶

Domiciled in ▶

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions.

Anonymous?  Yes  No

Pseudonymous?  Yes  No

b NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

## NAME OF AUTHOR ▼

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes

No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ▶

Domiciled in ▶

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions.

Anonymous?  Yes  No

Pseudonymous?  Yes  No

b NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

## 3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given

2000

◀ Year in all cases.

## b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information Month ▶ Day ▶ Year ▶ Nation ▶

Only if this work has been published.

4 b COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Landmark Education Corporation  
353 Sacramento Street, Suite 200  
San Francisco, CA 94111

See instructions before completing the space

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

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APPLICATION RECEIVED

APR 18 2001

ONE DEPOSIT RECEIVED

APR 18 2001

TWO DEPOSITS RECEIVED

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EXAMINED BY *[Signature]* FORM TX

CHECKED BY *[Signature]*

CORRESPONDENCE  
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PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? *5*

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) *a*

- This is the first published edition of a work previously registered in unpublished form.
- This is the first application submitted by this author as copyright claimant.
- This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number ►

TXu 870-436

Year of Registration ►

1999

## DERIVATIVE WORK OR COMPILED WORK

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. *a*Landmark Introduction to the Forum Leaders Program (IFLP) Weekends Manual *b*See instructions  
before completing  
the spaceMaterial Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. *b*

Substantial revisions and additions to entire work.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. *7*

Name ►

Account Number ►

Fee submitted herewith.

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ► *b*

Roger Donley  
Baker Botts L.L.P.  
910 Louisiana  
Houston, TX 77002

Area code and daytime telephone number ► (713) 229-1285

Fax number ► (713) 229-1522

Email ► [roger.donley@bakerbotts.com](mailto:roger.donley@bakerbotts.com)

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ►

author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of Landmark Education Corporation

Name of author or other copyright claimant, or owner of exclusive right(s) ►

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge. *8*

Typed or printed name and date ► If this application gives a date of publication in space 3, do not sign and submit it before that date.

Arthur Schreiber

Date ► *APRIL 13, 2001**[Handwritten signature]*

Handwritten signature (X) ►

X — *[Handwritten signature]* —

Certificate will be mailed in window envelope to this address:

Name ► Roger Donley  
Baker Botts L.L.P.  
Number/Street/Apt. ►  
910 Louisiana  
City/State/Zip ►  
Houston, TX 77002

## YOU MUST

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL ELEMENTS  
IN THE SAME PACKAGE

1. Application form
2. Nonrefundable filing fee in check or money order as of *July 1, 1999*
3. Deposit material

MAIL TO  
Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

*9*

17 U.S.C. § 506(e) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999—200,000  
WFB REV. June 1999

100-1025-02-000-000-000

U.S. GOVERNMENT PRINTING OFFICE 1999-454-87649

## CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

REGISTER OF COPYRIGHTS  
United States of America

## FORM TX

For a Nondramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

TXU 1-023-393



APR 18 2001  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

## TITLE OF THIS WORK ▼

Landmark Introduction Leaders Program Classrooms Manual

## PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼	Number ▼	Issue Date ▼	On Pages ▼
---	----------	--------------	------------

## NAME OF AUTHOR ▼

2 a Landmark Education Corporation

Was this contribution to the work a "work made for hire"?

Yes  
 No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR

Citizen of ▶

Domiciled in ▶

USA

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  NoPseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

## NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of the work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼  
Entire text.

## NAME OF AUTHOR ▼

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR

Citizen of ▶

Domiciled in ▶

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Citizen of ▶

Domiciled in ▶

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## 3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2000

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

This information must be given

Complete this information Month ▶ Day ▶ Year ▶ Nation ▶

ONLY if this work has been published

4 b COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Landmark Education Corporation  
353 Sacramento Street, Suite 200  
San Francisco, CA 94111

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

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OR FILL IN  
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APPLICATION RECEIVED

14-001

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TWO DEPOSITS RECEIVED

14-001

FUND RECEIVED

14-001

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OR FILL IN  
ONLY

EXAMINED BY *TBC*

FORM TX

CHECKED BY

 CORRESPONDENCE  
YesFOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

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If your answer is "Yes," give Previous Registration Number ▶

TXu 870-435

Year of Registration ▶

1999

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Preexisting Material Identify any preexisting work or works that this work is based on or incorporates ▼

Landmark Introduction to the Forum Leaders Program (IFLP) Classrooms Manual

See instructions  
before completing  
the space

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Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

Substantial revisions and additions to entire work.

D

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
Name ▼ Account Number ▼

2

7

Fee submitted herewith.

CORRESPONDENCE Give name and address to which correspondence about this application should be sent Name/Address/Apt/City/State/ZIP ▼

b

Roger Donley  
 Baker Botts L.L.P.  
 910 Louisiana  
 Houston, TX 77002

Area code and daytime telephone number ▶ (713) 229-1285

Fax number ▶ (713) 229-1522

Email ▶ roger.donley@bakerbotts.com

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▶

{  author  
 other copyright claimant  
 owner of exclusive rights  
 authorized agent of Landmark Education Corporation

Name of author or other copyright claimant, or owner of exclusive right(s) ▼

b

8

of the work identified in this application and that the statements made  
by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Arthur Schreiber

Date ▶ APRIL 13, 2001


Handwritten signature ▶

X

Certificate  
 will be  
 mailed in  
 window  
 envelope  
 to this  
 address:

Name ▼  
 Roger Donley  
 Baker Botts L.L.P.  
 Number/Street/Apt ▼  
 910 Louisiana  
 City/State/ZIP ▼  
 Houston, TX 77002

## YOU MUST

- Complete all necessary spaces
- Sign your application in space 8

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IN THE SAME PACKAGE

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
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 Library of Congress  
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 101 Independence Avenue, S.E.  
 Washington, D.C. 20559-6000

9

17 U.S.C. § 506(e) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500  
 June 1998-2000  
 WEB REV June 1999

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U.S. GOVERNMENT PRINTING OFFICE 1999-454-879/49

The United States of America



**CERTIFICATE OF REGISTRATION  
PRINCIPAL REGISTER**

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*Nicholas P. Ebdon*

Acting Director of the United States Patent and Trademark Office

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

United States Patent and Trademark Office

Reg. No. 2,432,988

Registered Mar. 6, 2001

**SERVICE MARK  
PRINCIPAL REGISTER**

**LANDMARK EDUCATION**

LANDMARK EDUCATION CORPORATION (CALIFORNIA CORPORATION)  
353 SACRAMENTO STREET  
SUITE 200  
SAN FRANCISCO, CA 94111

FOR: EDUCATIONAL SERVICES, NAMELY CONDUCTING WORKSHOPS AND SEMINARS IN THE FIELDS OF EFFECTIVENESS, PRODUCTIVITY, COMMUNICATION, LEADERSHIP, MANAGEMENT, AND PERSONAL AND ORGANIZATIONAL

DEVELOPMENT, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 6-1-1991; IN COMMERCE 6-1-1991.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "EDUCATION", APART FROM THE MARK AS SHOWN.

SER. NO. 75-753,078, FILED 7-14-1999.

KAREN BRACEY, EXAMINING ATTORNEY

The United States of America



**CERTIFICATE OF REGISTRATION  
PRINCIPAL REGISTER**

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*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*Nicholas P. Godici*

*Acting Director of the United States Patent and Trademark Office*

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

United States Patent and Trademark Office

Reg. No. 2,432,989

Registered Mar. 6, 2001

**SERVICE MARK  
PRINCIPAL REGISTER**

**LandmarkEducation**

LANDMARK EDUCATION CORPORATION (CA-  
LIFORNIA CORPORATION)  
353 SACRAMENTO STREET  
SUITE 200  
SAN FRANCISCO, CA 94111

FIRST USE 6-1-1991; IN COMMERCE 6-1-1991.

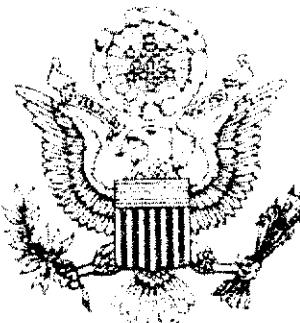
NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "EDUCATION", APART FROM  
THE MARK AS SHOWN.

SER. NO. 75-753,092, FILED 7-14-1999.

KAREN BRACEY, EXAMINING ATTORNEY

FOR: EDUCATIONAL SERVICES, NAMELY  
CONDUCTING WORKSHOPS AND SEMINARS IN  
THE FIELDS OF EFFECTIVENESS, PRODUCTIV-  
ITY, COMMUNICATION, LEADERSHIP, MANAGE-  
MENT, AND PERSONAL AND ORGANIZATIONAL  
DEVELOPMENT, IN CLASS 41 (U.S. C.I.S. 100, 101  
AND 107).

The United States of America



**CERTIFICATE OF REGISTRATION**

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

**PRINCIPAL REGISTER**

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-third day of August 1994.

*Bruce Lehman*

Int. Cl.: 41

Prior U.S. Cl.: 107

**United States Patent and Trademark Office** Reg. No. 1,850,938  
Registered Aug. 23, 1994

**SERVICE MARK  
PRINCIPAL REGISTER**

**LANDMARK FORUM**

LANDMARK EDUCATION CORPORATION  
(CALIFORNIA CORPORATION)  
353 SACRAMENTO STREET, SUITE 200  
SAN FRANCISCO, CA 94111

FOR: EDUCATIONAL SERVICES; NAMELY,  
CONDUCTING SEMINARS PRIMARILY FOR  
ADULTS WHICH EXPLORE THE FUNDAMENTAL  
NATURE OF INDIVIDUAL EFFECTIVENESS,  
PRODUCTIVITY AND COMMUNICATION,  
AND OFFER TRAINING AND DEVELOPMENT  
IN CREATING EXTRAORDINARY

ACCOMPLISHMENTS AND RESULTS, IN  
CLASS 41 (U.S. CL. 107).

FIRST USE 3-1-1993; IN COMMERCE  
3-1-1993.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "FORUM", APART FROM THE  
MARK AS SHOWN.

SER. NO. 74-379,692, FILED 4-19-1993.

CHARLES WEIGELL, EXAMINING ATTORNEY

United States of America  
United States Patent and Trademark Office



**Reg. No. 4,116,223**

LANDMARK EDUCATION LLC (DELAWARE LIMITED LIABILITY COMPANY)  
353 SACRAMENTO STREET  
SAN FRANCISCO, CA 94111

**Registered Mar. 20, 2012**

**Int. Cl.: 41** FOR: EDUCATIONAL SERVICES, NAMELY, CONDUCTING WORKSHOPS AND SEMINARS IN THE FIELDS OF EFFECTIVENESS, PRODUCTIVITY, COMMUNICATION, LEADERSHIP, MANAGEMENT, AND PERSONAL AND ORGANIZATIONAL DEVELOPMENT, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

**SERVICE MARK**

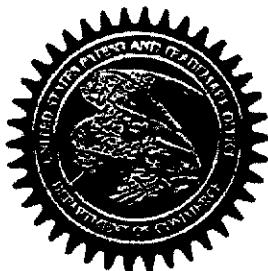
**PRINCIPAL REGISTER**

FIRST USE 2-0-2011; IN COMMERCE 2-0-2011.

OWNER OF U.S. REG. NOS. 2,432,988, 2,474,996, AND OTHERS.

SN 85-289,638, FILED 4-7-2011.

MARK RADEMACHER, EXAMINING ATTORNEY



*David J. Kopf*

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- ***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See 15 U.S.C. §§1058, 1141k.* If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- ***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* *See 15 U.S.C. §1059.*

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See 15 U.S.C. §§1058, 1141k.* However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See 15 U.S.C. §1141j.* For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**